



be drawn against the ZOI Global Defendants based on these allegations, then same are denied.

### **PARTIES**

2. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 2 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
3. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 3 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
4. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 4 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
5. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 5 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
6. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 6 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
7. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 7 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
8. Denied that Defendant ZOI Global, LLC has its primary place of business at 3900 Juan Tabo NE, Albuquerque, New Mexico, 87111. It is instead 4730 S. Fort Apache Suite 300

Las Vegas, NV 89147. All other allegations in Paragraph 8 of the Amended Complaint are otherwise denied. –

9. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 9 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

10. Admitted.

11. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 11 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

12. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 12 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

13. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 13 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

14. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 14 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

### **JURISDICTION AND VENUE**

15. The allegations in Paragraph 15 of the Amended Complaint are a legal conclusion to which no response is required. To the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

16. The allegations in Paragraph 16 of the Amended Complaint are a legal conclusion to which no response is required. To the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
17. The allegations in Paragraph 17 of the Amended Complaint are a legal conclusion to which no response is required. To the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
18. The allegations in Paragraph 18 of the Amended Complaint are a legal conclusion to which no response is required. To the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
19. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 19 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
20. The allegations in Paragraph 20 of the Amended Complaint are a legal conclusion to which no response is required. To the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

#### **BACKGROUND**

##### **Plaintiffs Zeo Health and Micah Portney and Their Zeolite Pure Powder**

21. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 21 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
22. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 22 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

23. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 23 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

24. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 24 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

**Plaintiffs Touchstone Essentials and Eddie Stone and Their Pure Body Extra Strength Zeolite Detoxifier**

25. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 25 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

26. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 26 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

27. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 27 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

28. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 28 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

**Defendants and ZOI Clear Drops Liquid Zeolite**

29. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 29 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
30. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 30 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
31. Admitted only that Defendant Denise Stephens is a founder and CEO of ZOI Global. All other allegations in Paragraph 31 of the Amended Complaint are otherwise denied.
32. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 32 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
33. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 33 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
34. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 34 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
35. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 35 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

36. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 36 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

**Defendants' False and Misleading Statements Regarding Zeo Health, Micah Portney, and Zeolite Pure Powder**

37. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 37 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

38. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 38 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

39. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 39 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

40. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 40 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

41. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 41 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

42. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 42 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

43. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 43 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

44. The ZOI Global Defendants deny the allegation in Paragraph 44 of the Amended Complaint.

**Defendants' False and Misleading Statements Regarding Touchstone Essentials,  
Eddie Stone, and Pure Body Extra Strength**

45. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 45 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

46. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 46 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

47. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 47 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

48. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 48 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

49. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 49 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.



50. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 50 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

51. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 51 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

52. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 52 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

53. The ZOI Global Defendants deny the allegations in Paragraph 53 of the Amended Complaint.

**Defendants' Additional False and Misleading Statements Plaintiffs As Retaliation for Filing This Lawsuit**

54. The ZOI Global Defendants deny the allegations in Paragraph 54 of the Amended Complaint.

55. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 55 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

56. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 56 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

57. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 57 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

**COUNT ONE**

**FALSE ADVERTISING UNDER THE LANHAM ACT**

58. The ZOI Global Defendants incorporate by reference all of its responses to the allegations set forth in paragraphs 1-57 herein.
59. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 59 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
60. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 60 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
61. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 61 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
62. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 62 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.
63. The ZOI Global Defendants deny the allegations in Paragraph 63 of the Amended Complaint.
64. The ZOI Global Defendants deny the allegations in Paragraph 64 of the Amended Complaint.
65. The ZOI Global Defendants deny the allegations in Paragraph 65 of the Amended Complaint.

66. The ZOI Global Defendants deny the allegations in Paragraph 66 of the Amended Complaint.

## **COUNT TWO**

### **DEFAMATION OF ZEO HEALTH LTD. UNDER NEW JERSEY LAW**

67. The ZOI Global Defendants incorporate by reference all of its responses to the allegations set forth in paragraphs 1-66 herein.

68. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 68 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

69. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 69 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

70. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 70 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

71. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 71 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

72. The ZOI Global Defendants deny the allegations contained in Paragraph 72 of the Amended Complaint.

73. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 73 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

74. The ZOI Global Defendants deny the allegations contained in Paragraph 74 of the Amended Complaint.

### **COUNT THREE**

#### **DEFAMATION OF MICAH PORTNEY UNDER NEW JERSEY LAW**

75. The ZOI Global Defendants incorporate by reference all of its responses to the allegations set forth in paragraphs 1-74 herein.

76. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 76 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

77. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 77 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

78. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 78 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

79. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 79 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

80. The ZOI Global Defendants deny the allegations in Paragraph 80 of the Amended Complaint.

81. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 81 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

82. The ZOI Global Defendants deny the allegations in Paragraph 82 of the Amended Complaint.

#### **COUNT FOUR**

##### **DEFAMATION OF TOUCHSTONE ESSENTIALS UNDER NEW JERSEY LAW**

83. The ZOI Global Defendants incorporate by reference all of its responses to the allegations contained in paragraphs 1-82 herein.

84. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 84 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

85. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 85 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

86. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 86 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

87. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 87 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

88. The ZOI Global Defendants deny the allegations contained in Paragraph 88 of the Amended Complaint.

89. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 89 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

90. The ZOI Global Defendants deny the allegations contained in Paragraph 90 of the Amended Complaint.

## **COUNT FIVE**

### **DEFAMATION OF EDDIE STONE UNDER NEW JERSEY LAW**

91. The ZOI Global Defendants incorporate by reference all of its responses to the allegations set forth in paragraphs 1-90 herein.

92. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 92 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

93. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 93 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

94. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 94 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

95. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 95 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

96. The ZOI Global Defendants deny the allegations contained in Paragraph 96 of the Amended Complaint.

97. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 97 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

98. The ZOI Global Defendants deny the allegations contained in Paragraph 98 of the Amended Complaint.

**COUNT SIX**

**PRODUCT DISPARAGEMENT UNDER NEW JERSEY LAW**

99. The ZOI Global Defendants incorporate by reference all of its responses to the allegations set forth in paragraphs 1-98 herein.

100. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 100 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

101. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 101 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

102. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 102 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

103. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 103 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

104. The ZOI Global Defendants deny the allegations contained in Paragraph 104 of the Amended Complaint.

105. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 105 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

106. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 106 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

107. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 107 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

## **COUNT SEVEN**

### **UNFAIR COMPETITION UNDER NEW JERSEY LAW**

108. The ZOI Global Defendants incorporate by reference all of its responses to the allegations set forth in paragraphs 1-107 herein.

109. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 109 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.



110. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 110 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

111. The ZOI Global Defendants lack knowledge to either admit or deny the allegations contained in Paragraph 111 of the Amended Complaint, but to the extent that any inferences can be drawn against these Defendants based on these allegations, then same are denied.

112. The ZOI Global Defendants deny the allegations contained in Paragraph 112 of the Amended Complaint.

113. The ZOI Global Defendants deny the allegations contained in Paragraph 113 of the Amended Complaint.

### **AFFIRMATIVE DEFENSES**

#### **First Affirmative Defense**

Plaintiffs fail to state a claim upon which relief can be granted.

#### **Second Affirmative Defense**

Plaintiffs' claims are barred by the doctrines of waiver, unclean hands, laches, and/or estoppel.

#### **Third Affirmative Defense**

Plaintiffs' claims are barred because any alleged statements made by the ZOI Global Defendants regarding Plaintiffs were true.

#### **Fourth Affirmative Defense**

Plaintiffs' claims are barred because any alleged statements made by ZOI Global Defendants regarding Plaintiffs were matters of opinion.

**Fifth Affirmative Defense**

Plaintiffs' claims are barred because any alleged statements made by ZOI Global Defendants regarding Plaintiffs are protected by an absolute privilege.

**Sixth Affirmative Defense**

Plaintiffs' claims are barred because any alleged statements made by ZOI Global Defendants regarding Plaintiffs are protected by a qualified privilege.

**Seventh Affirmative Defense**

Plaintiffs' fail to state a claim against these Defendants premised on its participation in the conduct of any other defendant must be dismissed because they exercised no control over, and had no legal right or duty to control, the actions or statements of any other party.

**Eighth Affirmative Defense**

No action or statement attributable to ZOI Global Defendants caused or proximately caused any damage to Plaintiffs.

**Ninth Affirmative Defense**

Any damages suffered by Plaintiffs are a result of their own conduct.

**Tenth Affirmative Defense**

Plaintiffs' claims are barred for failure to mitigate their damages.

**Eleventh Affirmative Defense**

Plaintiffs are not entitled equitable relief, as they have an adequate remedy at law.

**Twelfth Affirmative Defense**

Plaintiffs' claims may be barred in whole or in part by the applicable statutes of limitations.

**Thirteenth Affirmative Defense**

Plaintiff fails to state a claim entitling them to attorneys' fees, interest, or costs.

**Fourteenth Affirmative Defense**

The ZOI Global Defendants at all times acted in good faith and Plaintiffs have suffered no actual or special harm.

**Fifteenth Affirmative Defense**

Plaintiffs failed to properly plead malice as required.

**Sixteenth Affirmative Defense**

Any statements or communications made by or attributable to the ZOI Global Defendants were made in good faith and without knowledge of their falsity and without malice and/or reckless disregard of the truth.

**Seventeenth Affirmative Defense**

Any statements or communications allegedly made by or attributable to the ZOI Global Defendants were made without negligence, to the extent that negligence is deemed appropriate as an issue in this matter.

**Eighteenth Affirmative Defense**

In the event that the ZOI Global Defendants are found liable to Plaintiffs, a liability that is denied, any recovery against the ZOI Global Defendants is reduced or barred by Plaintiffs' own conduct or by the conduct of other parties in accordance with the applicable tortfeasor allocation law such as New Jersey Tortfeasor's Contribution Act, NJS 2A:53A-1, et seq.

**Nineteenth Affirmative Defense**

Plaintiff fails to state any claim for which punitive and/or exemplary damages can be awarded.

**Twentieth Affirmative Defense**

The ZOI Global Defendants deny that a New Jersey court has personal jurisdiction over them as they are not residents of New Jersey, nor do they have the minimum contacts to make them

susceptible to jurisdiction in New Jersey, nor did they purposefully avail themselves of jurisdiction in New Jersey.

**WHEREFORE**, Defendants ZOI Global, LLC and Denise Stephens demand judgment as follows:

- a) Dismissing the Complaint in its entirety as against Defendants ZOI Global, LLC and Denise Stephens and awarding Defendants ZOI Global, LLC and Denise Stephens costs, disbursements, and reasonable attorney's fees and expenses incurred in connection with defending these claims; and
- b) Any and all further relief the Court may deem just and proper.

**L. R. Civ. 11.2 CERTIFICATION**

Pursuant to Local Rule 11.2, the undersigned hereby certifies that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration or administrative proceeding and no other action, arbitration or administrative proceeding is contemplated.

**WILSON, ELSER, MOSKOWITZ, EDELMAN  
& DICKER, LLP**  
*Attorneys for Defendants ZOI Global, LLC and  
Denise Stephens*

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